

REMARKS

This is a full and timely response to the outstanding non-final Office Action mailed July 28, 2004. Reconsideration and allowance of the application and pending claims are respectfully requested.

I. Claim Rejections - 35 U.S.C. § 112, Second Paragraph

Claims 9, 19, and 29 have been rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicant regards as the invention. In particular, the Office Action objects to the term “and/or”.

In response to the rejection, Applicant has amended claims 9, 19, and 29 to remove the term “and/or.” In view of these amendments, it is respectfully asserted that claims 9, 19, and 29 define the invention in the manner required by 35 U.S.C. § 112. Accordingly, Applicant respectfully requests that the rejections to these claims be withdrawn.

II. Claim Rejections - 35 U.S.C. § 102(e)

A. Rejection under Burkey

Claims 1-35 have been rejected under 35 U.S.C. § 102(e) as being anticipated by Burkey, et al. (“Burkey,” U.S. Pat. No. 6,446,076). Applicant respectfully traverses this rejection.

It is axiomatic that “[a]nticipation requires the disclosure in a single prior art reference of each element of the claim under consideration.” W. L. Gore & Associates, Inc. v. Garlock, Inc., 721 F.2d 1540, 1554, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983)(emphasis added). Therefore, every claimed feature of the claimed invention must

be represented in the applied reference to constitute a proper rejection under 35 U.S.C. § 102(e).

In the present case, not every feature of the claimed invention is represented in the Burkey reference. Applicant discusses the Burkey disclosure and Applicant's claims in the following.

Burkey discloses a web-based agent system. One aspect of the system is a personal web site application ("mySite!"). Burkey, column 28, lines 32-33. As is described by Burkey, the mySite! application is "focused on the theme of delivering services and providing a personalized experience for each customer via a personal web site in a buyer-centric world." Burkey, column 28, lines 34-38. In the columns that follow, Burkey describes the mySite! application as a mechanism for providing information to customers so as to facilitate *purchase* of new products and services over the Internet. See Burkey, column 28, line 38 to column 34, line 35.

In contrast to the Burkey system, Applicant's claimed systems and methods provide *customer service*. Therefore, while Burkey's system provides information about products and services that a potential customer may wish to purchase, Applicant's systems and methods provide information as to products that the customer already possesses. Although the Office Action characterizes Burkey's provision of information as comprising customer service, this is simply not true. The term "customer service" is well-known, both in the relevant art and in the common parlance of the layperson, to mean service provided to a user about a product the user already possesses, typically one that the user (or "customer") has already purchased. For example, webopedia.com, an online computer and Internet dictionary, defines "customer service" as follows (emphasis in original):

Service that computer and software manufacturers, and third-party service companies, offer to customers. For personal computer products, the following are common customer-support options:

- **mail-in service:** The manufacturer will repair your equipment if you mail it in. Typical turnaround time is about four days. In some service plans, the manufacturer charges you for shipping expenses.
- **carry-in service:** The manufacturer will repair your equipment, but you must deliver it to a local service site. This is sometimes called *depot service*.
- **on-site contract:** For a monthly or annual fee, a repair person will come to your site to fix problems. (The fee is included in the purchase price of some machines.) Most on-site contracts guarantee that the service will be rendered within a fixed number of hours from when you report a problem.
- **hot lines:** Many software manufacturers provide a phone number that you can call for advice and trouble-shooting. Often the number is toll-free. The quality of this type of support varies considerably from one company to another. Some hot lines are so good that they enable you to solve most problems yourself. Others are so bad that you are unable even to get through.
- **bulletin board system** : Some companies maintain electronic bulletin boards (or forums within online services) staffed by service engineers. If you have a modem, you can report a problem to the bulletin board and a technician will respond. This can be convenient because bulletin boards are usually open 24 hours a day. Also, bulletin boards enable you to download software updates that correct known bugs. Customer support is also called *technical support*.

As is clear from the above definition, customer service is provided in relation to a product or “equipment” of the customer. As is further evident from the above definition, customer service is typically of the “technical support” variety and is therefore focused on helping customers remedy difficulties or problems that they may be experiencing with their products or equipment. Clearly, Burkey’s system is not described, as and is not intended for, providing that type of information.

Applicant has amended the claims to emphasize that Applicant’s systems and methods provide customer support information as opposed to mere information about products and services that a potential customer may wish to purchase. For example, claim 1 provides (emphasis added):

1. A method for providing *personalized customer support*, comprising:

receiving customer information from a customer, the customer information including *information as to products that the customer uses*;

creating a profile for the customer that includes the received customer information;

evaluating the customer information contained in the profile;

identifying customer support *information specifically relevant to the products that the customer uses*; and

presenting the customer support information to the customer in at least one personalized web page.

With specific reference to the recitations of independent claim 1, Applicant notes that Burkey does not teach or suggest receiving information from a customer that includes “information as to products that the customer users”, or “identifying information specifically relevant to the products that the customer uses”. Applicant notes that similar recitations are found in independent claims 11 and 21. Accordingly, Applicant submits that claims 1, 11, and 21, as well as their dependents, are allowable over the Burkey reference.

With specific regard to dependent claims 3, 13, and 23, Applicant further notes that Burkey does not explicitly teach receiving information about the customer’s business. In order to formulate a proper rejection under 35 U.S.C. § 102, the applied reference must actually teach each and every limitation of the claims.

Regarding to dependent claims 4, 14, and 24, Applicant further notes that Burkey does not specifically teach receiving information about the customer’s level of

technical expertise. Again, in order to formulate a proper rejection under 35 U.S.C. § 102, the applied reference must actually teach each and every limitation of the claims.

Finally, in regard to independent claim 31, Applicant notes that Burkey fails to disclose “receiving information from a customer about the products the customer uses, the customer’s business, and the customer’s level of technical expertise” or “retrieving customer support information modules that are specifically relevant to the customer profile and therefore the products the customer uses, the customer’s business, and the customer’s level of technical expertise” for at least the reasons described in the foregoing.

In summary, Applicant respectfully asserts that Burkey does not anticipate Applicant’s claims. Therefore, Applicant respectfully requests that the rejection of these claims be withdrawn.

B. Rejection under Dedrick

Claims 1-33 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Dedrick (U.S. Pat. No. 5,717,923). Applicant respectfully traverses this rejection.

Dedrick, like Burkey, discloses a system that provides information to a consumer for the purpose of facilitating purchase of products or services. Indeed, Dedrick even refers to that information as comprising “advertisements.” See, e.g., Dedrick, column 4, lines 44-55. Accordingly, it is readily apparent that Dedrick, like Burkey, fails to disclose a system or method for providing “customer service” as is required by Applicant’s claims. Applicant therefore submits that Dedrick fails to anticipate Applicant’s claims 1, 11, 21, and 31 for at least the same reasons that Burkey fails to anticipate those claims.

Furthermore, Applicant notes that Dedrick does not specifically teach receiving or means for receiving information about the customer's business as is required by claims 3, 13, and 23, or receiving information about the customer's level of technical expertise as is required by claims 4, 14, and 24. Again, in order to formulate a proper rejection under 35 U.S.C. § 102, the applied reference must actually teach each and every limitation of the claims.

In summary, Applicant respectfully asserts that Dedrick does not anticipate Applicant's claims, and respectfully requests that the rejection of these claims be withdrawn.

II. Claim Rejections - 35 U.S.C. § 103(a)

Claims 34-35 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Dedrick (U.S. Pat. No. 5,717,923) in view of Moshfeghi, et al. ("Moshfeghi," U.S. Pat. No. 6,076,166). Applicant respectfully traverses this rejection.

As identified above in reference to independent claim 1, Dedrick fails to teach several of Applicant's explicit claim limitations. In that Moshfeghi does not remedy the deficiencies of the Dedrick reference, Applicant respectfully submits that claims 34-35, which depend from claim 33, are allowable over the Dedrick/Moshfeghi combination for at least the same reasons that claim 1 is allowable over Dedrick. Applicant therefore requests that the rejection be withdrawn.

III. Canceled Claims

As identified above, claims 2, 8, 12, 18, 22, and 28 have been canceled from the application through this Response without prejudice, waiver, or disclaimer. Applicant

reserves the right to present these canceled claims, or variants thereof, in continuing applications to be filed subsequently.

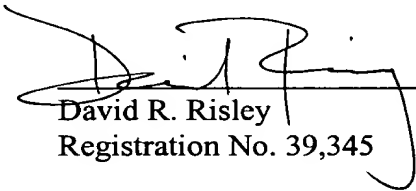
IV. New Claims

As identified above, claims 36-41 have been added into the application through this Response. Applicant respectfully submits that these new claims describe an invention novel and unobvious in view of the prior art of record and, therefore, respectfully requests that these claims be held to be allowable.

CONCLUSION

Applicant respectfully submits that Applicant's pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

Respectfully submitted,


David R. Risley
Registration No. 39,345

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Assistant Commissioner for Patents, Alexandria, Virginia 22313-1450, on

10-20-04

Mary M. Egan
Signature